

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD\*  
CHARLES T. KAPPLER  
JOHN H. DOYLE\*  
JAMES C. MARTIN, JR.\*

\*ALSO ADMITTED IN NEW YORK  
\*ALSO ADMITTED IN MARYLAND

LAW OFFICES  
**ALVORD AND ALVORD**

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918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

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2-178A043

June 26, 1992

RECORDATION NO **17830** FILED 1425

JUN 26 1992 - 2 14 PM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) fully executed and acknowledged copies of a Railcar Lease Agreement dated as of November 25, 1991, a primary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The names and addresses of the parties to the enclosed document are:

Lessor: Residual Based Finance Corporation  
Three First National Plaza, Suite 1240  
Chicago, Illinois 60602

Lessee: Indiana Harbor Belt Railroad Company  
2721 161st Street  
Hammond, Indiana 46323-1099

A description of the railroad equipment covered by the enclosed document is:

Seventeen (17) 100 ton covered coil cars bearing IHB reporting marks and road numbers 1180 through 1196, both inclusive.

Also enclosed is a check in the amount of \$16.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

NEW NUMBER

#16

JUN 26 2 03 PM '92  
MOTOR OPERATING UNIT

*[Handwritten signatures]*

Mr. Sidney L. Strickland, Jr.  
June 26, 1992  
Page Two

Kindly return a stamped copy of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed primary document to appear in the Commission's Index is:

Railcar Lease Agreement dated as of November 25, 1991 between Residual Based Finance Corporation, Lessor, and Indiana Harbor Belt Railroad Company, Lessee covering 17 covered coil cars, IHB1180 - IHB1196.

Very truly yours,

  
Charles T. Kappler

CTK/bg  
Enclosures

**Interstate Commerce Commission**  
Washington, D.C. 20423

6/26/92

OFFICE OF THE SECRETARY

Charles T. Kappler  
Alvord & Alvord  
918 16th St. N.W.  
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/26/92 at 2:10pm, and assigned recordation number(s). 17830

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

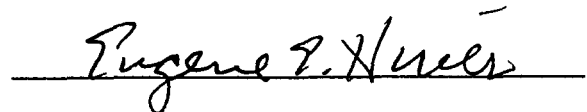
17830  
RECEIVED JUN 26 1992

JUN 26 1992 - 2 10 PM  
INTERSTATE COMMERCE COMMISSION

I, Robert W. Alvord, hereby certify that the attached copy of the Railcar Lease Agreement dated as of the 25th day of November, 1991 by and between Residual Based Finance Corporation and Indiana Harbor Belt Railroad Company, consisting of 15 pages, including a Rider, Schedule A to Rider and an Amendment is a true and complete copy of the original thereof



Subscribed and sworn to before me this 26th day of June, 1992.



Notary Public, D.C.

My Commission expires 8-14-92

JUN 26 1992 - 2 10 PM  
INTERSTATE COMMERCE COMMISSION**RAILCAR LEASE AGREEMENT**

This Railcar Lease Agreement (hereinafter referred to, including any Riders (as such term is hereinafter defined) as this "Lease"), made and entered into as of this 25th day of November, 1991, by and between RESIDUAL BASED FINANCE CORPORATION, an Illinois corporation (hereinafter called "Lessor"), and INDIANA HARBOR BELT RAILROAD COMPANY, an Indiana corporation (hereinafter called "Lessee").

In consideration of the mutual terms and conditions hereinafter set forth, Lessor and Lessee agree as follows:

1. Lease; Term; Net Lease. Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the railroad cars (hereinafter referred to, individually, as a "Car" and, collectively, as the "Cars") described on each rider annexed hereto and such additional riders as may be added to this Lease from time to time by agreement of the parties (hereinafter referred to, collectively, as the "Riders", and individually as a "Rider") upon the terms and conditions set forth herein and in the Riders hereto. Each Rider shall set forth a description of the Cars covered thereby, including such facts as the number of Cars of each type, the Association of American Railroads ("AAR") or United States Department of Transportation ("DOT") specifications, rental charges, term of the lease of the Cars, any renewal or purchase options, the delivery location and such other information as may be desired by both parties. In the event of any conflict between this Railcar Lease Agreement and any Rider, the Rider shall control with respect to the Cars subject to such Rider. The Riders are incorporated herein by reference.

The term of this Lease with respect to each of the Cars shall begin upon the date of delivery with respect to such Car, and shall continue in effect until returned to Lessor at the end of the term of this Lease with respect to such Car, as hereafter provided in Section 5 or until receipt of the Casualty Value (as hereinafter defined) with respect thereto. Payment of rent provided for in this Lease ("Rent") shall be made to Lessor at the address specified in Section 24, or to such other place as Lessor may direct, on the last day of each month in arrears. Rent for any Car for any partial month shall be pro rated on a daily basis. Any costs incurred by Lessor in collecting Rent not paid by Lessee when due, including reasonable attorneys' fees, will be paid by Lessee.

Except as expressly provided herein, Lessee shall not be entitled to any abatement of Rent, reduction thereof or set-off, counterclaim, recoupment or defense against Rent or any other amount payable hereunder for any reason, including, but not limited to, abatements, reductions, set-offs, counterclaims, recoupments and defenses due or alleged to be due by reason of any past, present or future claims of Lessee against Lessor or any other person for any reason whatsoever; nor shall this Lease terminate or the obligations of Lessee be otherwise affected by reason of any defect in the condition, design, operation, fitness for use, loss of possession or use or destruction of or damage to, or the prohibition of or other restriction against Lessee's use of the Cars or any thereof, or the interference with use or possession thereof by any person or entity or the invalidity or unenforceability or lack of due authorization of this Lease or any insolvency of or the bankruptcy, reorganization or similar proceeding against Lessee.

Lessor agrees that during the term of this Lease as to a Car so long as Lessee is not in default hereunder, Lessee, and any sublessee permitted pursuant to the terms hereof, shall have and enjoy an unconditional right quietly to enjoy and use such Car free from any disturbance or interruption of

possession arising as a result of any action or inaction, failure of title, or conduct of or by Lessor, or of or by any assignee of its rights hereunder.

2. Delivery and Acceptance. Lessee has received delivery of and accepted the Cars.

3. Acknowledgement and Disclaimer of Warranties and Representations. LESSEE ACKNOWLEDGES THAT THE CARS ARE TO BE REBUILT BY LESSEE IN ACCORDANCE WITH THE TERMS OF THE REBUILD AGREEMENT OF EVEN DATE HERewith BETWEEN LESSOR AND LESSEE (THE "REBUILD AGREEMENT") AND THAT LESSEE SHALL BE SOLELY RESPONSIBLE FOR THE CONDITION OF THE CARS. LESSOR IS NOT THE MANUFACTURER OR REBUILDER OF THE CARS. LESSOR LEASES THE CARS AS IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND RESPECTING THE CARS, WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED AND LESSOR HAS NOT MADE AND DOES NOT HEREBY MAKE, NOR SHALL IT BE DEEMED BY VIRTUE OF HAVING LEASED THE CARS PURSUANT TO THIS LEASE TO HAVE MADE, ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE WORKMANSHIP IN, THE CARS, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND LESSOR SHALL NOT BE LIABLE, IN CONTRACT, TORT OR OTHERWISE, ON ACCOUNT OF ANY DEFECT, WHETHER HIDDEN, LATENT OR OTHERWISE DISCOVERABLE OR NONDISCOVERABLE RESPECTING ANY CAR.

4. Casualty. Lessee agrees to notify Lessor within 60 days of its having determined that any Car has become lost, stolen, irreparably damaged, destroyed, or confiscated (each such occurrence being hereinafter referred to as a "Casualty"). On the rental payment date next succeeding the date of such notice, Lessee will pay the rental payment for such Car due on such date (together with any rentals and other amounts then remaining unpaid as to such Car) plus a sum equal to the Casualty Value for such Car as of such rental payment date. The term "Casualty Value" as used herein shall mean, at any time, the amount set forth for such rental payment date in the applicable Rider. Lessor appoints Lessee as its agent to dispose of any Car suffering a Casualty at the best price obtainable on an "as is, where is" basis. If Lessee shall have previously paid the Casualty Value of a Car to Lessor pursuant hereto, Lessee shall be entitled to the proceeds of such sale, including without limitation proceeds paid by a railroad as settlement for destruction, of such Car, to the extent such proceeds do not exceed the Casualty Value of such Car, and shall pay any excess to Lessor.

5. Return of Cars. Upon expiration of any original or extended term of this Lease as to any Cars, Lessee will, at its own cost and expense, return such Cars in the condition specified in the Rebuild Agreement, reasonable wear and tear excepted, and in the condition prescribed by Section 6 hereof, free of conditions reparable under the AAR rules for interchange and of commodity accumulations or deposits, to a place or places designated by Lessor. At Lessor's request, Lessee agrees to change, at Lessee's expense, the reporting marks of the Cars to reporting marks designated by Lessor prior to the expiration of the Lease and the last loaded movement of each Car in Lessee's service. In the case of an expiration other than in the case of a default hereunder, Lessor shall give Lessee thirty (30) days prior written notice of its election regarding such change of reporting marks, and subsequently, of such place of redelivery. Prior to such redelivery, Lessee shall store the Cars at Lessee's expense for a period of up to 120 days from the date of expiration of this Lease with respect to such Cars or, if later, of assembly of the Cars for redelivery to, and inspection by, Lessor (during which period no rent shall accrue hereunder, subject to the provisions of the next sentence hereof). Rental for each Car shall cease to accrue on the later of the date of expiration of this Lease as to such Car or arrival of such Car at the

location provided by Lessee for Lessor's inspection of such Car, provided that Lessee subsequently delivers such Car to a point designated by Lessor within the 30 day period following Lessor's notice of the return location to Lessee; otherwise rental on such Car shall resume and continue to accrue and be payable upon conclusion of such 30 day period and continue until such Car is delivered to the points specified by Lessor pursuant hereto.

6. Maintenance, Repairs and Modifications. The Cars shall be maintained by Lessee in good condition and repair, ordinary wear and tear resulting from proper use thereof alone excepted, and in efficient working order over the term of this Lease, acceptable for unrestricted interchange service in conformity with the AAR Interchange Rules and operable in conformity with the requirements of any other governmental or nongovernmental agency having jurisdiction over the operation, safe condition, maintenance or use of the Cars. The Cars shall be delivered to Lessor as required pursuant hereto in the condition required pursuant to the preceding sentence at the expiration of this Lease with respect to such Cars. Lessee will not, and Lessee will not allow any third party to, alter materially the physical structure of any of the Cars without Lessor's prior written consent except as provided in the Rebuild Agreement; provided, however, that Lessor shall not unreasonably withhold consent to any such modifications or additions to the Cars so long as the value and utility of the Cars is not impaired, in Lessor's judgement, and provided that any such additions shall be considered accessions to the Cars. Any parts installed or replacements made by Lessee upon any Car shall be considered accessions to such Car and title thereto shall be immediately vested in Lessor, without cost or expense to Lessor.

7. Use and Operation of Cars. Lessee agrees the Cars will be used and operated in a manner consistent with applicable laws, in a careful and prudent manner, in compliance with the terms of this Lease, solely in the use, service, and manner for which the Cars are designed. The Cars shall be used only within the United States, Canada, or Mexico. In order to avoid recapture of any tax benefit claimed by Lessor with respect to the Cars, including, but not limited to, any deduction allowable under Section 168 and related sections of the Internal Revenue Code of 1986, as amended (the "Code"), Lessee shall use, and shall cause third parties having control over their use, to use the Cars predominantly within the United States, in accordance with the Code. If any of the Cars are used outside the continental United States, Lessee shall indemnify and reimburse Lessor for any customs duties, taxes, loss of tax benefits, or other expenses incurred by Lessor and resulting from such use.

8. Prohibitions of Liens by Lessee. Lessee, at its own expense, will promptly pay or cause to be paid, or otherwise satisfy and discharge, any and all sums claimed by any party by, through or under Lessee or its successors or assigns which, if unpaid, might become a lien upon any Car, but shall not be required to pay or discharge any such claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner and the nonpayment thereof does not adversely affect the title, property or rights of Lessor created or purported to be created under this Lease or the security interest of any assignee of this Lease.

9. Freight and Other Charges. Lessor shall not be obligated for the payment of any switching, freight, or other charges incurred by the movement or the holding of the Cars, either loaded or empty, during the term of this Lease or in connection with the performance of Lessee's obligations under this Lease, all of which will be paid by Lessee. Lessor shall have no right or claim to any per diem, demurrage or other Car hire charges arising out of the use of the Cars during the term of this Lease and all such charges, as applicable, shall belong and be payable to Lessee.

10. Lettering of Cars. Lessee will cause each Car to be kept identified with the reporting marks for the Cars in accordance with the AAR Interchange Rules as indicated in the applicable Rider with respect to such Cars. Lessee agrees to keep and maintain on the sides of each Car, upon Lessor's request, in letters not less than one inch in height a legend reasonably satisfactory to Lessor indicating that the Cars have been leased and, if applicable, are subject to a security interest on file with the Interstate Commerce Commission, with appropriate changes thereof and additions thereto as from time to time may be required by Lessor. Lessee will promptly replace any such markings which may be removed, defaced or destroyed.

11. Taxes. Lessee hereby assumes responsibility for the filing of all tax returns and Lessee shall pay all taxes, assessments and other governmental charges levied or assessed upon or in respect of the Cars, this Lease or the use or purchase of the Cars under this Lease (exclusive, however, of any tax based on the net income of Lessor), including, but not limited to, any ad valorem or property taxes, levies, tariffs, all license or registration fees, assessments, fines, penalties and interest and any sales, use or similar taxes payable with respect to the Cars, this Lease or the use or sale of the Cars under this Lease and all payments to be made by Lessee hereunder will be free of any expense to Lessor as to any of the foregoing; provided, Lessee will be under no obligation to pay any taxes or other charges for which it is responsible hereunder so long as Lessee in good faith and by appropriate legal or administrative proceedings is contesting in good faith the validity or amount thereof and the nonpayment thereof does not, in Lessor's reasonable judgment, adversely affect the title, property or rights of Lessor, or the security interest of any assignee, in or to any Car.

Notwithstanding the foregoing, Lessee shall not be responsible for any tax which is imposed by the United States or any state or governmental subdivision thereof which is measured solely by Lessor's net income, and shall not be responsible for the filing of any tax returns relative to any such taxes.

12. Responsibility for Lading. Lessor shall not be liable for any loss of, or damage to, commodities, or any part thereof, loaded or shipped in or on the Cars, however such loss or damage shall be caused, or shall result. Lessee agrees to assume responsibility for, and to indemnify Lessor against, and to save it harmless from, any such loss, damage or claim.

13. Indemnification. Lessee agrees to indemnify and save Lessor harmless from and against any and all liability, loss, damage, claims, suits, demands, causes of action, costs, expenses (including without limitation attorneys' fees) and judgements (including without limitation claims for property damage, personal injury or wrongful death) arising directly or indirectly out of the use, custody, control, transportation or operation of the Cars, or their location or condition, whether in contract, tort, strict liability in tort or otherwise, except to the extent the same is proximately caused by the gross negligence or willful misconduct of Lessor or its assigns. Lessee agrees, if Lessor so requests and at Lessee's sole cost and expense, to defend any and all suits which may be brought against Lessor, either alone or in conjunction with others, upon any such liability or claim. Lessee also agrees to pay and indemnify Lessor from any and all penalties, fines, and levies arising from the operation of the Cars under this Lease. Lessee's obligations hereunder shall survive the termination of this Lease.

14. Assignment. Lessee shall be entitled to the possession and use of the Cars and may permit the possession and use by others in the normal course of Lessee's business in accordance with the terms of this Lease. Except as herein provided, Lessee will not assign, transfer, encumber or otherwise dispose of this Lease, the Cars or any part thereof, or sublet any Car without the prior written consent of Lessor. Lessee will not permit or suffer any liens, claims, security interests or other



encumbrances to be entered or levied upon any Car, other than such as may arise by, through, or under Lessor or any assignee of Lessor's rights hereunder.

This Lease is assignable by Lessor. If Lessor assigns its interests under this Lease and in the Cars to one or more entities, whether in whole or as security for one or more loans, Lessee shall, in the event of any such assignment and upon notice thereof from Lessor: (i) recognize such assignment; (ii) make all payments of Rent and other amounts due under this Lease as so assigned directly to the assignee identified in such notice or to its designee; (iii) accept the directions or demands of such assignee in place of those of Lessor; (iv) surrender the Cars to such assignee upon termination of this Lease; (v) make payments of Rent and all other obligations of Lessee hereunder without reduction, abatement, defense, set-off, counterclaim or recoupment for any reason whatsoever; and (vi) except as otherwise provided herein, not terminate this Lease; provided, however, nothing contained in this Section 14 shall relieve Lessor from its obligations to Lessee hereunder.

15. Right to Sublease. Lessee may enter into a sublease of the Cars to others if the rights of any such sublessee shall be expressly subject and subordinate to all of the terms hereof; provided, however, that Lessee shall not sublease the Cars without the prior written consent of Lessor, which consent shall not be unreasonably withheld. No sublease of the Cars will release Lessee from any of its obligations under this Lease.

16. Reporting.

A. Within 90 days after written request by Lessor or any Lease Assignee (as hereinafter defined), which request shall be made not more than once during any twelve month period, Lessee will furnish to Lessor an accurate statement (a) setting forth the quantity, description and road numbers of all Cars then leased hereunder, the quantity, description and road numbers of all Cars that have suffered a Casualty or are then undergoing repairs (other than running repairs) or have been withdrawn from use pending repairs (other than running repairs) since the end of the period covered by the most recent such statement (or, if applicable the date of this Agreement), and such other information regarding the condition and state of repair of the Cars as Lessor may reasonably request and (b) stating that, in the case of all Cars repaired or repainted during the period covered by such statement, any numbers and markings required by Section 10 have been preserved or replaced. Lessor, and any assignee of Lessor, shall have the right, by its agent, to inspect the Cars and Lessee's records with respect thereto at such reasonable times as such person may request during the term of this Lease.

B. Lessee will furnish to Lessor and any assignee of Lessor not later than 120 days after the end of each fiscal year of Lessee, a balance sheet of Lessee as at the end of such fiscal year, and the statements of income and changes in financial position of Lessee for such fiscal year, together with equivalent information for the prior fiscal year, all in reasonable detail, prepared in accordance with generally accepted accounting principles applied on a basis consistently maintained throughout the period involved and audited by a nationally recognized firm of independent certified public accountants.

17. Records. Lessee will perform all record keeping functions and shall be responsible for preparation and filing of all documents relating to the registration, use, and maintenance of the Cars, including (i) registration of the Cars in the Official Railway Equipment Register and the Universal Machine Language Equipment Register, (ii) records pertaining to movement of the Cars and maintenance of the Cars in accordance with the AAR Interchange Rules, and (iii) any reports as may be required from time to time by the Interstate Commerce Commission or other regulatory agencies with

respect to the Cars. Lessee agrees to provide such information to Lessor from time to time as Lessor may reasonably request.

18. Inspection. Lessor shall, at its sole cost and expense, at any reasonable time upon reasonable notice to Lessee during the normal business hours and without interfering with Lessee's operations, have the right to enter the premises of Lessee for the purpose of inspecting the Cars to ensure Lessee's compliance with its obligations hereunder.

19. Representation and Warranties. Lessee represents and warrants that (a) Lessee is a duly organized, validly existing corporation in good standing under the laws of the state of its incorporation and is duly qualified to do business in all jurisdictions in which qualification is required in order for it to carry out the transactions contemplated by this Lease; (b) Lessee has full corporate power, authority and legal right to execute, deliver and perform this Lease, and the execution, delivery and performance hereof has been duly authorized by all necessary corporate action of Lessee; and (c) there is no action, suit, investigation or proceeding by or before any court, arbitrator, administrative agency or other governmental authority pending or threatened against Lessee which involves the Cars or the transactions contemplated by this Lease.

20. Insurance. Lessee will, at all times prior to the return of the Cars to Lessor, at its expense cause to be carried and maintained with companies of reputable standing public liability insurance with respect to third party personal injury and property damage, against such risks and in such amounts as is consistent with prudent industry practice, as to which Lessor and any of Lessor's assignees will be named additional insured. Lessee will provide to Lessor and to each assignee of Lessor, upon request, a statement of the insurance maintained pursuant to the insurance provision of this Lease together with certified copies of endorsements required hereby.

21. Remedies. If (a) Lessee shall fail to pay any sum required to be paid by Lessee, or (b) Lessee shall fail to carry out and perform any of the obligations on its part to be performed under this Lease, or any representation or warranty made by Lessee herein or in connection herewith shall be misleading or false in any material respect as of the date made, or (c) any proceedings shall be commenced by or against Lessee for any relief under any bankruptcy or insolvency law or any law relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition or extension, or (d) the Lessee becomes insolvent or fails generally to pay its debts as such debts become due, or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a custodian, trustee or receiver for the Lessee or for the major part of its property, then, and in any of said events (each of which is herein referred to as an "event of default"), Lessor shall have all rights available to it at law or in equity, including without limitation the right to immediately repossess the Cars, to remove the Cars from Lessee's service, to terminate this Lease, and recover any and all damages sustained as a result of any of the foregoing events or such termination of this Lease. If Lessor shall terminate this Lease pursuant to this Section 21, Lessee shall remain liable for all accrued and unpaid Rent and other amounts due hereunder. The rights and remedies herein given to Lessor shall in no way limit its other rights and remedies given or provided by law or in equity. Notwithstanding that this Agreement is a lease and title to the Cars is at all times in Lessor, Lessor may nevertheless at its option choose those rights and remedies of a secured party under the Uniform Commercial Code. In addition, Lessor, at its option, may: (a) declare all sums due and to become due hereunder immediately due and payable, but in no event shall the Lessee, upon demand by Lessor for payment of unpaid Rent, upon acceleration of the maturity thereof or otherwise, be obligated to pay any amount in excess of that permitted by law; (b) proceed by appropriate court action or actions or other proceedings either at law

or in equity to enforce performance by the Lessee of any and all covenants of this Lease and to recover damages for the breach thereof; (c) demand that Lessee deliver the Cars forthwith to Lessor at Lessee's expense at such place as Lessor may designate; and (d) Lessor and/or its agents may without notice or liability or legal process, enter into any premises of or under control or jurisdiction of Lessee or any agent of Lessee where the Cars may be or by Lessor are believed to be, and repossess all or any item thereof, Lessee hereby expressly waiving all further rights to possession of the Cars and all claims for injuries suffered through or loss caused by such repossession; but the Lessor shall nevertheless be entitled to recover immediately as liquidated damages for loss of the bargain and not as a penalty any unpaid Rent that accrued on or before the occurrence of the event of default plus an amount equal to the difference between the aggregate Rent provided for hereunder for the unexpired term of this Lease and the then aggregate rental value of all Cars for such unexpired term, provided, however, that if any statute governing the proceeding in which such damages are to be proved specifies the amount of such claim, Lessor shall be entitled to prove as and for damages for the breach an amount equal to that allowed under such statute. The provisions of this paragraph shall be without prejudice to any rights given to the Lessor by such statute to prove for any amounts allowed thereby. Should any proceedings be instituted by or against Lessor for monies due to Lessor hereunder and/or for possession of any or all of the Cars or for any other relief, Lessee shall pay a reasonable sum as attorneys' fees. No remedy of Lessor hereunder shall be exclusive of any remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy.

22. Late Charges. Rent and other amounts not paid when due shall bear interest, payable on demand, at the rate of 1.50% per month, if not prohibited by law, otherwise at the highest lawful rate.

23. Successors and Assigns. This Lease, shall be binding upon and inure to the benefit of Lessor and its successors and assigns, and Lessee and its successors and assigns; provided, however, this Lease may not be assigned by Lessee.

24. Notice. Any notice to be given under this Lease shall be given by certified mail in the following manner:

(a) Notices from Lessor to Lessee shall be sent to:

Indiana Harbor Belt Railroad Company  
2721 161st Street  
Hammond, IN 46323-1099  
Attention: General Manager

(b) Notices from Lessee to Lessor shall be sent to:

Residual Based Finance Corporation  
Three First National Plaza  
Suite 1240  
Chicago, IL 60602  
Attention: President

or to such other address as may be specified by any party hereto by notice to any other party hereto.

25. Severability. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

26. Further Assurances. Lessee will, at its expense, promptly and duly execute and deliver to Lessor such further documents and assurances and take such further action as Lessor may from time to time reasonably request in order to protect the rights, interests and remedies created or intended to be created in favor of Lessor hereunder, including, without limitation, the execution, delivery, recordation and filing of documents with the Interstate Commerce Commission, and the execution and filing of Uniform Commercial Code financing statements in the appropriate jurisdictions.

27. Execution. This Lease may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract.

28. Governing Law. This Lease shall be governed by Illinois law.

29. Amendments. All amendments to this Lease must be in writing and executed by Lessor and Lessee.

30. Financing Arrangements. Lessee acknowledges that Lessor may in future seek financing for or to sell the Cars and to grant to the Lease Assignee (as hereinafter defined) providing such financing both an assignment of this Lease and a security interest in the Cars. In connection with such financing or sale, Lessee agrees to use reasonable efforts to cooperate with Lessor upon Lessor's reasonable request. It is understood and agreed that Lessor or any Lease Assignee may assign this Lease with respect to some or all of the Cars to any security trustee, secured party or owner of such Cars (each herein a "Lease Assignee"). Upon delivery of a notice of assignment to Lessee, Lessor as used herein shall mean such Lease Assignee. Lessee shall consent to and acknowledge in writing, upon receipt of notice of assignment, such assignment of this Lease by Lessor or any Lease Assignee; provided, that any such consent and/or acknowledgement shall not in any manner increase or change the rights, obligations, duties or legal position of the Lessee. Lessor agrees that the rights of any Lease Assignee shall be subject to all the terms and conditions of this Lease. Each Lease Assignee shall agree that the rights of any subsequent Lease Assignee shall also be subject to all the terms and conditions of this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and delivered as of the day and year first above written.

LESSOR:

RESIDUAL BASED FINANCE  
CORPORATION

By: 

Title: President

Date: November 25, 1991

LESSEE:

INDIANA HARBOR BELT RAILROAD  
COMPANY

By: 

Title: C.H. ALLEN

Date: GENERAL MANAGER NOV 25 1991

THIS IS COUNTERPART NUMBER 2 OF 3 SERIALY NUMBERED, MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT, IF ANY, THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST, AND NO RIGHT, TITLE OR INTEREST IN THIS LEASE, MAY BE EFFECTED BY THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NUMBER ONE.

COUNTY OF Lake  
STATE OF Indiana ) ss.

On Nov 25, 1991 before me, the undersigned, a Notary Public, in and for said State, personally appeared C.H. ALLEN, known to me to be the General Manager of Indiana Harbor Belt Railroad Company, that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors, for the purposes and consideration therein expressed.

WITNESS my hand and official seal

CLARENCE R. FENDER  
NOTARY PUBLIC, STATE OF INDIANA  
MY COMMISSION EXPIRES SEPT 19, 1994

Christine R. Fender  
Notary Public, Lake County  
State of Indiana  
My Commission: 9/19/94

COUNTY OF Cook  
STATE OF Illinois ) ss.

On November 25, 1991 before me, the undersigned, a Notary Public, in and for said State, personally appeared Vincent Kolker, known to me to be the President of Residual Based Finance Corporation, that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors, for the purposes and consideration therein expressed.

WITNESS my hand and official seal

" OFFICIAL SEAL "  
VERONICA LEE NACHTWEY  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2/1/93

Veronica L. Nachtwey  
Notary Public, Cook County  
State of Illinois  
My Commission: 2/1/93

**RIDER TO  
RAILCAR LEASING AGREEMENT**

This RIDER (this "Rider") dated November 25, 1991, between Residual Based Finance Corporation ("Lessor"), and Indiana Harbor Belt Railroad Company ("Lessee") is to that certain Railcar Lease Agreement dated as of November 25, 1991, between Lessor and Lessee (as amended, modified or supplemented from time to time, the "Lease").

NOW, THEREFORE, the parties hereto agree as follows:

1. This Rider is incorporated into the Lease by reference.
2. Capitalized terms used herein and otherwise not defined herein shall have the meanings given them in the Lease to the extent the same are defined therein; provided, that references in this Rider to the Cars shall be deemed to refer to the Cars described in this Rider.
3. Lessor leases to Lessee and Lessee hereby leases the Cars set forth herein on the terms and conditions set forth herein and in the Lease.
4. The Cars subject hereto are seventeen (17) 100 Ton covered coil cars.
5. Lessee shall not use the Cars, or permit the Cars to be used, for any purpose other than for the transportation of coil steel or other metal products as to which the loading, unloading, and transportation of the lading in the Cars is not damaging to the Cars.
6. The Cars shall bear the following reporting marks: IHB 1180-1196.
7. The Cars have been delivered to and accepted by Lessee and the term of the Lease as to the Cars shall commence on the date first set forth above, and shall continue for a period of 126 months from the date (the "Increase Date") of the payment (the "Second Payment") by Lessor to Lessee for the Work (as defined in the Rebuild Agreement between Lessor and Lessee dated November 25, 1991 (the "Rebuild Agreement")) under the Rebuild Agreement.
8. For each Car leased by Lessor to Lessee pursuant to this Rider, Lessee agrees to pay Lessor Rent in the amount of \_\_\_\_\_ plus, effective as of the Increase Date, such dollar amount per month as shall be equal to the product of (i) the Second Payment per Car and (ii) \_\_\_\_\_ (subject to adjustment to the fair rental value during any renewal term of the Lease as to the Cars as provided in paragraph 10 hereof). Rental for the amounts funded by Lessor shall commence and accrue from the date(s) of Lessor's funding of such amounts. Rental for periods prior to the date of the Second Payment (the "Second Payment Date") shall be payable on the Second Payment Date, provided, however, that if the Second Payment Date has not occurred by March 31, 1992, Lessee shall also pay Lessor all accrued rent on such date and on the last day of each month thereafter. Rental for periods subsequent to the Second Payment Date shall be payable in arrears on the last day of each month during the term hereof for the month then ending and on the date of termination of the Lease. Rental for any period of less than a month shall be pro rated.
9. Casualty Values for the Cars are to be determined by reference to annexed Schedule A to this Rider which is incorporated herein by reference and at any time shall be equal to the amount

determined by taking the product of the percentage set forth opposite the number of whole months expired since the Second Payment Date at such time as set forth on such schedule and the sum of        and the amount of the Second Payment per Car.

10. Upon 180 days prior written notice given prior to the expiration of the initial term of the Lease as to the Cars under this Rider, and provided that Lessee shall not have suffered a material adverse change in financial position from the commencement of the Lease, Lessee shall have the right to renew the Lease as to the Cars for one four (4) year period with respect to all, but not less than all, the Cars then leased hereunder, at the Cars' then fair rental value, as mutually agreed by the parties.

11. Lessee shall have the option to purchase all, but not less than all of the Cars, at the expiration of the initial term of this Lease, and at the end of any renewal term, at a price per Car equal to the then fair market value of such Car, provided that Lessee gives Lessor 180 days prior written notice of the exercise of this option. Any notice given under this paragraph, once given, shall be irrevocable. Lessee shall pay all sales, use and other taxes in connection with the purchase of the Cars, and shall purchase them on an "as-is, where-is" basis.

12. Lessee shall furnish Lessor a certificate of Lessor's secretary in the form annexed hereto as Exhibit X on or before December 31, 1991.

IN WITNESS WHEREOF, the parties hereto have duly executed this Rider as of the date and year first set forth above.

**Residual Based Finance Corporation**

By: 

Title: President

**Indiana Harbor Belt Railroad Company**

By: 

Title: C.H. ALLEN

GENERAL MANAGER

THIS IS COUNTERPART NUMBER 2 OF 3 SERIALY NUMBERED, MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT, IF ANY, THAT THIS RIDER CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST, AND NO RIGHT, TITLE OR INTEREST IN THIS RIDER, MAY BE EFFECTED BY THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NUMBER ONE.



SCHEDULE A  
TO  
RIDER TO RAILCAR LEASE AGREEMENT

Percentage on or before Second Payment Date to be equal to 108.0583%.

NUMBER OF MONTHS	PERCENTAGE
1	107.9737
2	107.8883
3	107.8022
4	107.7129
5	107.5885
6	107.4629
7	107.3017
8	107.1388
9	106.9742
10	106.7735
11	106.5706
12	106.3654
13	106.1237
14	105.8793
15	105.6321
16	105.3669
17	105.0781
18	104.7859
19	104.4699
20	104.1502
21	103.8269
22	103.4792
23	103.1276
24	102.7718
25	102.3915
26	102.0067
27	101.6175
28	101.2147
29	100.7967
30	100.3740
31	99.93600
32	99.49290
33	99.04472
34	98.58095
35	98.11188
36	97.63745
37	97.14716
38	96.65129
39	96.14980
40	95.63797
41	95.11748
42	94.59113
43	94.05597
44	93.51482
45	92.96763

COUNTY OF Indiana )  
STATE OF Lake ) ss.

On April 23, 1992 before me, the undersigned, a Notary Public, in and for said State, personally appeared CH ALLEN, known to me to be the General Manager of Indiana Harbor Belt Railroad Company, that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors, for the purposes and consideration therein expressed.

WITNESS my hand and official seal

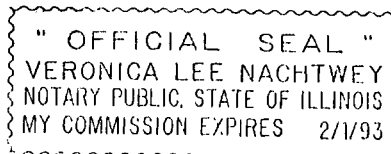
Diane R. Pender  
Notary Public, \_\_\_\_\_ County  
State of Indiana  
My Commission: \_\_\_\_\_

DIANE R. PENDER  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXP SEPT 19, 1994

COUNTY OF Cook )  
STATE OF ILLINOIS ) ss.

On April 23, 1992 before me, the undersigned, a Notary Public, in and for said State, personally appeared Vincent Kolber, known to me to be the President of Residual Based Finance Corporation, that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors, for the purposes and consideration therein expressed.

WITNESS my hand and official seal



Veronica Nachtwey  
Notary Public, Cook County  
State of Illinois  
My Commission: 2/1/93

## AMENDMENT TO RAILCAR LEASE AGREEMENT

THIS AMENDMENT TO RAILCAR LEASE AGREEMENT (this "Amendment"), entered into as of the 23<sup>rd</sup> day of April, 1992, between Residual Based Finance Corporation ("Lessor"), and Indiana Harbor Belt Railroad Company ("Lessee").

WHEREAS, Lessee and Lessor entered into a certain Railcar Lease Agreement dated as of November 25, 1991, including that certain Rider to Railcar Lease Agreement (the "Rider") between Lessor and Lessee dated as of November 25, 1991 incorporated therein by reference (as amended and including the Rider, the "Lease Agreement"; terms used herein and not otherwise defined herein shall have the meanings set forth for such terms in the Lease Agreement) and the parties hereto desire to amend the Lease Agreement as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the following mutual agreements, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Rider is hereby amended by amending and restating sections 7, 8 and 9 of the Rider in their entirety as follows:

7. The Cars have been delivered to and accepted by Lessee and the term of the Lease as to the Cars shall commence on the date first set forth above, and shall continue for a period of 126 months from April 23, 1992.

8. For each Car leased by Lessor to Lessee pursuant to this Rider, Lessee agrees to pay Lessor Rent in the amount of \_\_\_\_\_ per Car per month during the term hereof; provided that, effective as of April 23, 1992, the Rent per Car per month shall increase to \_\_\_\_\_ (subject to adjustment to the fair rental value during any renewal term of the Lease as to the Cars as provided in paragraph 10 hereof). Rent shall initially be payable on March 31, 1992 and thereafter shall be payable monthly in arrears on the last day of each month during the term hereof for the month then ending and on the date of termination of the Lease. Rent for any period of less than a month shall be pro rated.

9. Casualty Values for the Cars are to be determined by reference to annexed Schedule A to this Rider which is incorporated herein by reference and at any time shall be equal to the amount determined by taking the product of the percentage set forth opposite the number of whole months expired since April 23, 1992 and

2. Lessee hereby represents and warrants that this Amendment, and the Lease Agreement as amended hereby, constitute the legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their terms.

3. Each reference in the Lease Agreement to "this Agreement", "hereunder", "hereof", or words of like import shall mean and be a reference to the Lease Agreement as amended hereby. Except as specifically amended above, the Lease Agreement shall remain in full force and effect and is hereby ratified and confirmed. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, each of the undersigned pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officer thereunto duly authorized, all as of the date written below, and each undersigned signatory hereby declares pursuant to 28 U.S.C. 1746 under penalty of perjury that the foregoing is a true and correct document and was executed on the date indicated below its signature.

Residual Based Finance Corporation

By: [Signature]  
Title: President  
Date of Execution: APR 23 1992

Indiana Harbor Belt Railroad Company

By: [Signature] C. H. ALLEN  
Title: GENERAL MANAGER  
Date of Execution: APR 23 1992

SEE LEGEND ON REVERSE SIDE

THIS IS COUNTERPART NUMBER 2 OF 3 SERIALY NUMBERED, MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT, IF ANY, THAT THIS INSTRUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST, AND NO RIGHT, TITLE OR INTEREST IN THIS LEASE, MAY BE EFFECTED BY THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NUMBER ONE.